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JUDGE RAKOFF

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

'07 CIV 4059

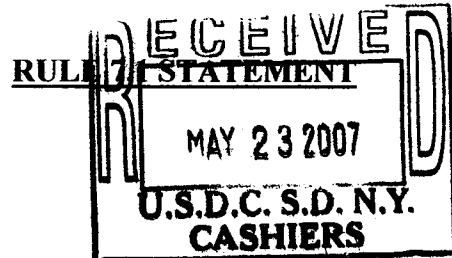
Index No.

-----X  
NORMARK CORPORATION,

Plaintiff,

- against -

M/V "FLOTTBEK", *in rem*, CP SHIPS (UK)  
LIMITED, STAR ASIA INTERNATIONAL INC. and  
SCHIFFAHRTSGESELLSCHAFT ms FLOTTBEK  
mbH & Co. KG, *in personam*



Defendants.

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Pursuant to Rule 7.1 of the Federal Rules of Civil Procedure, and to enable Judges and Magistrate Judges of the Court to evaluate possible disqualification or recusal, the undersigned counsel for Plaintiff (Private, Non-Governmental Parties) certify that the following are parent corporations and/or publicly held corporations that own 10% or more of Plaintiff's stock.

Rapala VMC Oyj (International)  
Rapala VMC Corporation (International)

Dated: May 23, 2007

HILL RIVKINS & HAYDEN  
Attorneys for Plaintiff,

By: G. W. White  
Gerard W. White (GW9797)  
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NORMARK CORPORATION,

07 CIV. No. 4059

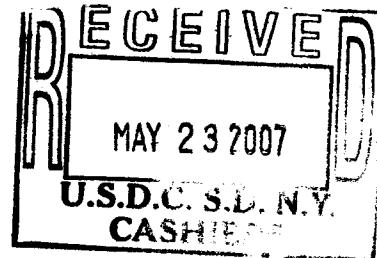
Plaintiff,

COMPLAINT

- against -

M/V "FLOTTBEK", *in rem*, CP SHIPS (UK)  
LIMITED, STAR ASIA INTERNATIONAL INC. and  
SCHIFFAHTSGESELLSCHAFT ms FLOTTBEK  
mbH & Co. KG, *in personam*

Defendants.



The plaintiff herein, by its attorneys, Hill Rivkins & Hayden LLP, complaining of the above named vessel and defendants, alleges upon information and belief as follows:

**FIRST:** This Court has jurisdiction pursuant to 28 U.S.C. 1331(a) in that this is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

**SECOND:** At and during all the times hereinafter mentioned, plaintiff had and now has the legal status and principal office and place of business stated in Schedule A hereto annexed and by this reference made a part hereof.

**THIRD:** At and during all times hereinafter mentioned, defendants had and now have the legal status and offices and places of business stated in Schedule A, and now are engaged in business as a common carrier of merchandise by water for hire, and owned, operated, managed, chartered, and controlled the above named vessel which now is or will be within the jurisdiction of this Court during the pendency of this action, and additionally conducted business within the boundaries of the Southern District of New York.

**FOURTH:** On or about the date and at the port of shipment stated in Schedule A, there was delivered to the vessel and defendants in good order and condition the shipments described in Schedule A, which the said vessel and defendants received, accepted and agreed to transport for certain consideration to the port of destination stated in Schedule A.

**FIFTH:** Thereafter, the said vessel arrived at the port of destination described in Schedule A, where the cargoes were delivered short and/or otherwise damaged.

**SIXTH:** By reason of the premises, the above named vessel and defendants breached, failed and violated their duties and obligations as common carriers and were otherwise at fault.

**SEVENTH:** By reason of the premises, the above named defendants breached,

failed, and violated their contractual duties and obligations to plaintiff.

**EIGHTH:** Plaintiff was the shipper, consignee or owner of the shipments as described in Schedule A, and brings this action on its own behalf and, as agent and trustee, on behalf of and for the interests of all parties who may be or become interested in the said shipment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

**NINTH:** Plaintiff has performed all duties and obligations on its part to be performed.

**TENTH:** By reason of the premises, plaintiff has sustained damages as nearly as same can now be estimated, no part of which has been paid, although duly demanded, in the amount of \$95,000.00.

**W H E R E F O R E**, plaintiff prays:

1. That process in due form of law according to the practice of this Court may issue against the defendants.

2. That if the defendants cannot be found within this District, that all of its property within this District be attached in the sum set forth in this complaint, with interest and costs.

3. That a decree be entered in favor of plaintiff against defendants and the vessel for the amount of plaintiff's damages, together with interest and costs.

4. That process in due form of law according to the practice of this Court may issue against the aforesaid named vessel.

5. Plaintiff further prays for such other, further and different relief as to this Court may seem just and proper in the premises.

Dated: New York, New York  
May 23, 2007

HILL RIVKINS & HAYDEN  
Attorneys for Plaintiff,

By: Gerard W. White  
\_\_\_\_\_  
Gerard W. White (GW9797)  
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(212) 669-0600

**SCHEDULE A**

Plaintiff's legal status and place of business:

Normark Corporation is a corporation organized under the laws of one of the states of the United States with a principal place of business at 10395 Yellow Circle Drive, Minnetonka, MN 55343.

Defendants' legal status and place of business:

CP Ships (UK) Limited, is a corporation organized under the laws of a foreign country with an office and place of business in care of Hapag-Lloyd (America) Inc. at 377 Hoes Lane, Piscataway, New Jersey 08854.

Star Asia International Inc. is a corporation with an office at 208 Church Street, Decatur, Georgia 30030.

Schiffahrtsgesellschaft ms Flottbek mbH & Co. KG is a corporation organized under the laws of a foreign country with an office and place of business at Johannisbollwerk 19, Hamburg 20459, Germany.

Date of Shipment:	February 8, 2006
Place of Receipt:	Dublin
Port of Loading:	Liverpool
Port of Discharge:	Montreal
Place of Delivery:	Minneapolis
Shipper:	Marin Aer Ireland Ltd.
Consignee:	Normark Innovations Inc.
Notify:	Livingston International Inc.
Description of Shipment:	356 cartons fishing lures
Nature of Loss or Damage:	Wetting
Voyage Number:	027W
Bill of lading No.:	DUBOP001750
Container No.:	TEX02041923/20